



**STATE OF TENNESSEE
Department of Education**

**REQUEST FOR PROPOSALS
FOR
TCAP Writing Assessment**

RFP Number: 331.11-007

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Department of Education, hereinafter referred to as the State, intends to secure a contract for development and implementation of the Tennessee Comprehensive Assessment Program (TCAP) Writing Assessment

The TCAP/WA is a performance based assessment of student writing skills of the Tennessee English Language Arts Curriculum Standards (Performance Indicators and Accomplishments). The TCAP/WA must assess all students, including English Language Learners (ELL) and students with special accommodations.

The State intends to select a contractor to:

1. work with the State to develop the TCAP/WA through a multi-step, joint approval process;
2. pilot TCAP/WA assessment prompts for designated grades as needed, beginning with pilot scheduled for September, 2004
3. provide, beginning with preparation for the 2005 administration, the new test administration and ancillary materials; and
4. process, score, print and report results of the TCAP/WA.

The Contractor's requirements are addressed in the scope of services (see pro forma contract – section 8). The test development program for which bids are solicited will hereafter be referred to as the Tennessee Comprehensive Assessment Program, the TCAP Writing Assessment, or the TCAP/WA.

1.2 Scope of Service

Section A of the *pro forma* contract, included in Section 8 of this RFP, details the scope of services and deliverables that the State requires.

The *pro forma* contract also includes the terms and conditions required by the State.

1.3 Contract Duration

The State intends to enter into a contract with an effective period of January 1, 2004 through June 30, 2008.

1.4 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

Vendor Name
 Name and Title of Vendor Main Contact
 Address, Telephone Number, and Facsimile Number of Vendor Main Contact
 Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

1.5 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.6 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Dr. May Alice Ridley, Director of Office of Civil Rights
 Tennessee Department of Education
 5th Floor Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Phone: (615) 532-4982

1.7 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later

than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	State Issues RFP	10-31-03	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	11-7-03	
3	Pre-proposal Conference	11-12-03	2:00 p.m.
4	Deadline for <i>Letter of Intent to Propose</i>	11-14-03	
5	Deadline for Written Comments	11-19-03	
6	State Issues Responses to Written Comments	11-26-03	
7	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	12-3-03	3:00 p.m.
8	State Completes Technical Evaluations	12-9-03	
9	State Opens Cost Proposal	12-10-03	9:00 a.m.
10	State Completes Cost Evaluations	12-10-03	
11	State Sends a written Evaluation Notice to Proposers <u>and</u> State Opens RFP Files for Public Inspection	12-11-03	9:00 a.m.
12	Conclusion of Contract Negotiation, and Contract Signing	12-29-03	
13	Anticipated Contract Start Date	1-1-04	
14	Deadline for Performance Bond (failure to submit the performance bond as required shall result in contract termination)	1-16-04	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP.

Michael Timme, Contracts Coordinator
Tennessee Department of Education
Office of Fiscal Services
6th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Email: Michael.Timme@state.tn.us
Phone: (615) 532-8539
Fax: (615) 741-6793

3.2 RFP Number

The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-331.11-007

3.3 Communications Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of the procuring state agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a proposer relies on said factual information it should either:
- a) independently verify the information; or
 - b) obtain the State's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments and objections have not been brought to the attention of the State, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and SEVEN (7) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP-331.11-007 -- Do Not Open”

One (1) Cost Proposal shall be submitted to the State as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP-331.11-007 -- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

- 3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Tennessee Department of Education
Attn: Michael Timme, RFP Coordinator
Andrew Johnson Tower, 6th Floor
710 James Robertson Parkway
Nashville, TN 37243-0375

3.6 Proposal Preparation Costs

The State shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the state determines that a proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the State. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall **not** propose unrequested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

3.18 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in

which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.

- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.20 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.21 Right of Rejection

- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with ***Tennessee Code Annotated***, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

3.23 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the State as a result of the participation of multiple entities.

- 4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.
- 4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.
- 4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

4.2 Pre-Proposal Conference

- 4.2.1 A pre-proposal conference for all potential Proposers is scheduled at the Pre-Proposal Conference time and date detailed in the Section 2, RFP Schedule of Events. The conference shall be held at:

Andrew Johnson Tower
 710 James Robertson Parkway
 1st Floor Conference Room (First room to the left as you enter the building)
 Nashville, TN 37243

Each vendor may send a maximum of 3 representatives. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP.

- 4.2.2 The state encourages all potential proposers to attend the pre-proposal conference although attendance is not mandatory.
- 4.2.3 Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the State may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.
- 4.2.4 The response to any question that is given orally at the pre-proposal conference is to be considered tentative and nonbinding on the State. After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors. Copies of all written questions and the State's responses shall be mailed to all vendors submitting a *Letter of Intent to Propose*. Only the written responses from the State shall be considered official.

4.3 Location and Work Space

The work under this RFP is to be performed, completed, and managed at the Contractor's site. The State shall not provide work-space for the Contractor. All work performed on the State's premises shall be completed during the State's standard business hours.

4.4 Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum of Two Hundred Fifty Thousand Dollars (\$250,000).

The successful Proposer shall obtain the required performance bond in form and substance acceptable to the State (as detailed by Attachment 9.7 of this RFP) and provide it to the State no later than 1-16-04. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of Two Hundred Fifty Thousand Dollars (\$250,000), may be substituted if approved by the State prior to its submittal.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- Proposal Transmittal Letter;
- Mandatory Proposer Qualifications;
- General Proposer Qualifications and Experience;
- Technical Approach; and,
- Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least **120** days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer intends to use subcontractors—if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the State prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.2 Mandatory Proposer Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.
- Technical Proposals shall provide the following information (referencing the subsections in sequence):
- 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 written certification and assurance of the Proposer's compliance with:
- a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:
- 5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing
 - 5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business; in lieu of such, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months, and
 - 5.2.2.3.3 a copy of a valid certificate of insurance indicating liability insurance in the amount sufficient to cover any potential liability arising as a result of a contract pursuant to the RFP, and
- 5.2.2.4 written confirmation that the proposer will provide a performance bond in accordance with the requirements of the RFP.
- 5.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:
- 5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP;
 - 5.2.3.2 a brief description of the Proposer's background and organizational history;
 - 5.2.3.3 years in business;
 - 5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP;
 - 5.2.3.5 location of offices;
 - 5.2.3.6 a description of the Proposer organization's number of employees, longevity, client base;
 - 5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, an explanation providing relevant details);
 - 5.2.3.8 form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
 - 5.2.3.9 a statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;

- 5.2.3.10 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP;
- 5.2.3.11 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.12 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP;
- 5.2.3.13 a narrative description of the proposed project team, its members, and organizational structure;
- 5.2.3.14 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history);
- 5.2.3.15 customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects— each reference must include:
 - a) the company name and business address;
 - b) the name, title, and telephone number of the company contact knowledgeable about the project work; and
 - c) a brief description of the service provided and the period of service.
- 5.2.3.16 a list, if any, of all current contractual relationships with the State of Tennessee and all those completed within the previous five year period— the list must include:
 - a) the contract number;
 - b) the contract term; and
 - c) the procuring state agency for each reference.

(NOTE: Current or prior contracts with the State are NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 5.2.3.15., shall be generally considered in awarding Proposer Qualifications and Experience category points.)
- 5.2.4 Technical Approach. The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the State to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposal shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:
 - 5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the State's requirements and project schedule.

- 5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.
- 5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.
- 5.2.5 Detailed Documentation of Financial Resources. The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.
- 5.2.5.1 The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months. Compiled or reviewed financial statements will not be accepted.
- 5.2.5.1.1 The audited financial statements must be:
- a) prepared with all monetary amounts detailed in United States currency;
 - b) prepared under United States generally accepted accounting principles; and
 - c) audited under United States generally accepted auditing standards.
- 5.2.5.1.2 The audited financial statements must include:
- a) the auditor's opinion letter;
 - b) financial statements; and
 - c) the notes to the financial statements.
- 5.2.5.2 Documentation disclosing the amount of cash flows from operating activities for the proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.
- 5.3 Cost Proposal**
- 5.3.1 The Cost Proposal shall be submitted to the State in a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.
- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.
- 5.3.5 The proposer must sign and date the Cost Proposal.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	40
Technical Approach	30
Cost Proposal	30

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more State employees shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- a) if it meets requirements for further evaluation;
- b) if the State shall request clarification(s) or correction(s); or
- c) if the State shall determine the proposal nonresponsive and reject it.

6.2.4 Chris Steppe, Director of Internal Audit, shall provide an analysis of each proposer's detailed documentation of financial resources. The analysis may include where appropriate (but not be limited to) an examination of the Current Ratio, Quick or Acid Test Ratio; Cash Ratio, Gross Working Capital to Total Assets Ratio, and Debt to Worth Ratio. The analysis shall result in a clear, written determination provided to the RFP Coordinator regarding whether each proposer's detailed documentation of financial resources indicated apparent financial strength, stability, and resources to provide the subject scope of services as required.

If a proposer's detailed documentation of financial resources is not clearly determined to indicate apparent financial strength and resources to provide the subject scope of services as required, the Proposal Evaluation Team shall review the proposal to determine if the State shall:

- a) request clarification(s) or correction(s); or
- b) determine the proposal nonresponsive and reject it.

- 6.2.5 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Proposer Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (Refer to Attachment 9.3, Technical Proposal Evaluation Format).
- 6.2.6 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 6.2.7 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.
- 6.2.8 After opening the Cost Proposals, the RFP Coordinator shall calculate scores for each Cost Proposal. The Cost Evaluation score shall be based on the proposed cost for evaluation amount indicated by the Cost Proposal. The amount shall be used in the following formula to determine the points a Proposer shall receive for the Cost Proposal:

$$\frac{\text{lowest proposed cost for evaluation}}{\text{proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

(Refer to Attachment 9.4, Cost Proposal Evaluation Format, for details.)

- 6.2.9 The RFP Coordinator shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each Proposer. (Refer to Attachment 9.5, Proposal Score Summary Matrix).
- 6.2.10 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (e.g., 9.99).
- 6.3 Contract Award Process**
- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.
- 6.3.2 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. (Refer to Attachment 9.6 for a sample notice).
- 6.3.4 The RFP files shall be made available for public inspection.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.

- 6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section 8 of this RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 6.3.7 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP and reject the proposal.
- 6.3.8 If the State determines that the apparent best evaluated Proposer is nonresponsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.8, *et seq.*, above.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

7 STANDARD CONTRACT INFORMATION

7.1 Contractor Registration

Contractor Registration is required of all state contractors. Proposers need not be registered with the state to make a proposal. However, all service providers with whom the state of Tennessee contracts must register through the Department of Finance and Administration *Service Provider Registry System* (SPRS) prior to contract approval. Any unregistered service provider must simply file a completed registration with the State prior to the final approval of a contract.

- 7.1.1 The SPRS is intended to foster the state's use of minority and small businesses and promote competition in service contracting. Through the system, state agencies will have access to ownership and service information about potential service providers. For more information, visit the SPRS Internet site at <http://www.state.tn.us/finance/rds/ocr/sprs.html> or direct questions about SPRS registration to:

Department of Finance and Administration
Office of Contracts Review
12 th Floor, William R. Snodgrass Tennessee Tower
Nashville, TN 37243-1700
(615) 741-7662

- 7.1.2 This RFP details SPRS registration information only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials. SPRS registration information will not be considered in the evaluation process pursuant to this RFP.

- 7.1.3 If a Proposer fails to register with the state as a service provider as required by the Department of Finance and Administration within 14 days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP.

7.2 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

7.3 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.

7.4 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.5 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.6 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Education
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, **Department of Education**, hereinafter referred to as the "State" and **[CONTRACTOR LEGAL ENTITY NAME]**, hereinafter referred to as the "Contractor," is for the provision of **prompt development, processing, scoring and reporting of the TCAP/WA**, as further defined in the "SCOPE OF SERVICES."

The Contractor is **[AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]**. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is **[STATE OF ORGANIZATION]**.

A. SCOPE OF SERVICES:

A.1. Definitions

- **TCAP/WA** – Tennessee Comprehensive Assessment Program Writing Assessment
- **Hand scoring** – The process of determining the rating of a student's work using holistic scoring.
- **Blind Scoring** – A method of scoring that allows each student response to be scored independently, without the reader having knowledge of any previous scores
- **Blind Responses** – A method of preparing student answer documents in which student demographic data and scores are separated from student responses, to render the responses unidentifiable by any student demographic characteristic, prior to scoring.
- **Holistic Scoring** – A method of scoring combining content, use of details and examples, organization, and general grammatical conventions.
- **Anchor Papers** – Sample essays which clearly exhibit the criteria for each score point.
- **TN Rubric** – Scale (currently 6 point) used to determine the range of excellence in the papers written in response to a given prompt.
- **ELL** – English Language Learner or student with non-English language background
- **Special Accommodations** – Testing accommodations allowable for students who meet specified criteria. IEP documentation is necessary.
- **ELL Accommodations** – Testing accommodations allowable for English Language Learner or non-English language background students who meet specified criteria.
- **Allowable Accommodations** – Testing accommodations allowable for use for any student. IEP documentation is not necessary.
- **Prompt** – A short piece of text that defines the topic for the students' writing. The different modes of writing assessed are as follows: narrative in the elementary grade, expository in the middle school grade, and persuasive in the high school grade.

A.2.

Project Procedures

The Tennessee Comprehensive Assessment Program Writing Assessment (TCAP/WA) is a performance-based assessment of student writing skills of the Tennessee English Language Arts Curriculum Standards (Performance Indicators and Accomplishments). The Writing Assessment shall be implemented through a multi-step, joint approval process between the Contractor and the State. As in the past, the State will develop prompts and distribute the TCAP/WA to Tennessee school systems for administration. The Contractor will print all necessary materials, process, score and report results of the TCAP/WA.

The TCAP/WA is given at three grade levels, currently 5, 8 and 11. Students at each grade level respond to an assigned prompt within a specific time period. Each of the prompts assesses a different type of writing: narrative in the elementary grade, expository in the middle school grade, and persuasive in the high school grade. The TCAP/WA essays are scored holistically using a State developed rubric and blind scoring methods. (See Attachment 1.)

1. The TCAP/WA will continue to be administered in early February. According to the State timelines, the Contractor shall return the individual score reports, class rosters, post test brochures and score labels no later than May 1 or the last full business day prior to May 1. (See Attachment 2.)
2. Maintaining test validity, reliability, and equivalent prompts across years is a fundamental priority of the program. The Contractor is required to provide the human resources and technology needed to implement the TCAP/WA according to State standards.
3. The test results at all three grade levels are used for school accountability. Because of the high stakes nature of TCAP/WA, all aspects of test administration, scoring, and reporting will be undertaken with diligence for test security and score validity.
4. The Contractor must agree to use State defined or approved (1) test materials, (2) holistic scoring procedures and methodologies, and (3) quality-control procedures as defined in this contract.
5. The testing dates scheduled for 2004 are February 3-4. The testing dates for 2005, 2006, 2007 and 2008 have not yet been officially determined, but the Contractor shall assume the pattern of the first Tuesday in February with one make-up day will remain the same.
6. The State will provide the Contractor with numbers of students historically tested with the TCAP/WA. This list will include numbers for each public school, state special school and private school. School names, numbers, and enrollments change annually. The Contractor will provide testing materials based upon the number of students tested in each system, anticipating a 5% increase each year. (See Attachment 3.)
7. Annually, the Contractor will prepare, for State approval, a work schedule for the current year of the contract that shows the development schedules for activities in this contract. The schedule will indicate essential steps for all project work tasks and deliverables including initiation and completion dates, and identification of personnel responsible for specific work tasks.
8. The Contractor is responsible for correcting any errors in work products arising from activities that are the responsibility of the Contractor, at the Contractor's expense. This includes activities such as:
 - Conducting analyses to identify the cause and extent of errors
 - Reprinting or reproducing products
 - Replacing and/or correcting data files
 - Reproducing reports
 - Shipping replacement products or reports to the State or systems using expedited shipping services.

A.3. Project Reporting

The procedural requirements identified in this section govern the work and project reports provided to the State by the Contractor.

1. The State reserves the right to determine specific details of work tasks and products. Changes to any agreed upon procedures or product specifications must be approved by the State.
2. The State reserves the right to annually modify, as needed, products and procedures to meet State and federal requirements or to assure accurate data capture.
3. The Contractor's security plan must meet the State's test security needs as described in the Test Security Requirements section A.15 of this scope. The Contractor will describe in detail how the security of the prompts will be maintained during development, production, printing, and reporting.
4. During scoring, the Contractor must produce and transmit by 1:00 p.m. CST to the State daily and cumulative reader scoring reports. The Contractor must have the capability to reproduce any of these reports on request. Readers' identification numbers, student scores, and number of readings for various reports is required. These reports will be made available to team leaders and the scoring director. The Contractor and State will work together annually to determine the format of these reports. The State will have final approval of the design and use of each report. These reports will provide the following information:
 - Daily Summary - Indicating prompt, number of readings, percent agreement, resolutions, point distribution, and breakdown of valid and invalid scores. These reports include inter-rater agreement, reader production rate statistics, score-point distribution by reader, reliability statistics by reader, and score distribution by grade.
 - Cumulative Summary - A summary of the number of readings, percent agreement, resolutions, point distribution, and breakdown of valid and invalid scores sent daily to the State.
 - Cumulative Breakdown of Average Scores - Indicates the average scores for the readers. Checked daily by the team leaders and room leaders, and sent weekly to the State.
 - End of Scoring Report - Indicates by grade the n-count and percent for each score point.
 - End-of-Scoring Cumulative Summary - A total summary of the number of readings, percent agreement, resolutions, and breakdown of valid and invalid scores.
5. Read behinds will be conducted by the State staff and consultants of at least 200 responses per week to assure validity of scoring, calibration and retraining of affected readers will take place by room leaders as needed and rescoring will take place as necessary.
6. The Contractor will produce a Test Administration Summary for each administration to review and identify areas of the project that require changes and improvement in the following year's activities. The Summary will become a working document for documenting and implementing such changes for the succeeding administration. The Summary will address all test administration processing, scoring and reporting. The Summary will include information from the error logs related to materials shipped and score reports. Discrepancies from established procedures will be noted with explanations of the causes and resolutions. Recommendations will be included for actions to improve procedures, plans, and activities for the subsequent administration.

A.4. Prompt Piloting

The Contractor will use the State's existing piloted prompts for the 2004 administration of the TCAP/WA. For the remainder of the contract, the Contractor will assist the State in developing and implementing prompt piloting as needed, beginning with prompt piloting scheduled for September, 2004. The Contractor will conduct field testing with at least 500 students, including those using test accommodations, per prompt for a minimum of 11 prompts for each grade level assessed. The State will determine the dates prompts are to be piloted and the systems/schools in which prompts should be piloted.

The Contractor will provide all test materials needed for field testing including test directions, prompt pages, answer documents, bar code labels, test administration manuals, teacher headers and school headers. The State shall approve and have the right to modify the design of test materials prior to any printing for any test administration.

1. Test Directions:

- a. Test directions must be printed on one page of 8 ½ x 11 colored paper in black ink.
- b. The color of the paper on which test directions are printed must vary by grade level.
- c. Design and content for the test directions will be provided to the Contractor by the State. (See Attachment 6.)
- d. Directions will be printed for each grade level at the ratio of one per student tested.

2. Prompt Sheets:

- a. Prompt Sheets will be printed on one page of 8 ½ by 11 colored paper in black ink.
- b. The color of the paper on which prompts are printed must vary by grade level.
- c. Design and content for the prompt sheets will be provided to the Contractor by the State. (See Attachment 6)
- d. Prompts will be printed for each grade level at the ratio of one per student tested.

3. Answer Documents:

- a. Student answer documents must contain areas for required demographic information and two pages of lined space for the written essays. The State requires that each answer document is machine-scannable and includes certain demographic information across all grade levels. This data includes, but is not limited to:
 - name
 - Social Security Number
 - gender
 - date of birth
 - classification of student as to receiving special education services
 - ELL status
 - migrant status
 - race/ethnicity
 - test type (Braille, Large Print)
 - Special Accommodations and ELL Accommodations
 - federal program services
 - social/economic status
 - chronological grade level
 - gifted
 - allowable accommodations
 - test date
- b. Unique Numbers: A unique number should be assigned to each answer document. The unique number must be printed on each page of the answer document.
- c. Bar Code Space: Each answer document must have a designated space to which a barcode label may be affixed.

- d. The answer documents will be reviewed and may be revised at no additional cost by the State after each administration to incorporate changes for succeeding administrations.
- 4. Bar Code Labels: The Contractor will produce bar code labels to affix to each answer document or absentee document and to each teacher header for use in uniquely identifying each system and school.
- 5. Test Administration Manual: This document is provided to assist the test administrator during the testing session. Administration requirements for all grades assessed by TCAP/WA shall be included in the manual. Manuals are provided at a ratio of one manual per 15 students.

The manual will include information about checking materials, planning testing schedules, organizing classrooms, preparation of students, use of standardized testing procedures, security of materials, completing the demographic portion of the answer documents, accommodations instructions, test directions, administration of the test, assembly of materials for return, and distribution of reports. This product will be developed by the State, and the Contractor will make it available in printed form and for downloading from the Internet on a secure site. Revisions will be made as necessary to reflect program changes.

- 6. Teacher Header: This machine scannable form is used to record each class or testing group. Information recorded on the form is used to generate reports, and includes a designated space on which to affix the system/school barcode, teacher name, system name, school number, school name and number of answer documents and not tested forms behind the header. Forms are to be provided at a ratio of one form per 20 students.
- 7. School Header List: This form is used by each school to make a list of test administrators who have completed a teacher header. The school header list includes test administrator's name, grade level, and number of answer documents. This information should match the information on each administrator's group information sheet. Forms are to be provided at a ratio of one per grade assessed per school.
- 8. Alternate Versions: Large print and Braille versions of student test materials (prompt, directions, large print answer document) will be provided by the Contractor for each administration.
 - a. Large-print documents will be printed in 18-point type on 11" x 17" approved paper. Reformatting of documents may be necessary to meet these specifications. The Contractor is responsible for proofreading the Braille tests by an independent party and the form must be approved by the state's committee prior to final printing. Test administrator notes and scripts to accompany Braille test versions will also be developed by the Contractor. Braille tests and directions will be marked with regular print on the front cover to indicate the corresponding grade level.
 - b. Approximately 15 copies of the Braille versions and 150 copies of the large-print versions will be produced for each grade level for each prompt and accompanying directions pages with an expected 5 % increase annually. All Braille and large-print should include transferable answer documents.
 - c. Large-print and Braille versions of answer documents require separate handling during the scoring process. Demographic data will be completed by the school on regular answer documents to accompany the large print response and the transcribed Braille response. Braille and large-print versions should be accompanied by regular print versions of the prompt, directions and answer documents to facilitate this process.
- 9. The Contractor will ship all test materials, including all test versions, according to State shipping specifications and schedule to the State prior to prompt piloting. (See Attachment 5.)

- a. The Contractor will assure all materials will be shrink-wrapped in quantities specified by the State for shipping.
 - b. On the top of each shrink-wrapped packet of prompts, the Contractor will provide a printed page indicating that the documents are to be considered secure and are not to be opened prior to testing.
 - c. State approval must be received before shipping printed products. The State will provide approval of the forms after receiving and examining the printed samples.
 - d. Braille and large-print materials are to be packaged and labeled separately and included in the shipment of test materials to the State.
 - e. The Contractor will be responsible for mailing or shipping any miscellaneous materials to the State and systems as situations arise. The Contractor is required to secure the services of shippers who will provide inside delivery and unload large shipments onto loading docks.
 - f. The Contractor will adhere to shipping schedule determined by the State as put forth in Attachment 5.
10. By the end of the third full week in September, the systems will return the tests to the Contractor for scanning, scoring, processing and reporting.
- a. The Contractor will work with the State to develop and implement an efficient method by which the Systems, state special schools, and private schools will return test materials to the Contractor for processing upon completion of testing.
 - b. The Contractor will verify, by number, all prompt/directions pages and secure answer documents are returned after testing. The Contractor will provide a written report to the State documenting the check-in of all secure materials. Beyond these measures, the Contractor will be required to manually check answer documents to ensure 100% accuracy of check-in for secure documents
 - c. The Contractor will include in check-in procedures a method of checking for and retrieving answer documents and absentee documents erroneously packaged with used and unused materials, inactive materials, or prompt/directions pages.
11. By the end of the first full week in October, the Contractor will score the tests and provide the State with a detailed report containing the following statistics:
- Sampling procedures
 - Mean, standard deviation, and score distribution for each prompt by grade, ethnicity and gender
 - Inter-rater reliability, Kappa, and Generalizability Theory
 - Prompt difficulty by using any item response theory (Masters' partial credit model or Samejima's graded response model)
 - Familiarity and interest level of each prompt (using questionnaire developed by the State)
12. The Contractor will arrange, organize and pay the cost of Advisory Committee meetings for prompt selection. The State will designate up to 12 Tennessee educators and consultants to participate in meetings as needed. All meetings will be conducted by the State and will be held in Nashville unless otherwise agreed upon by the State.
- a. Reimbursement rate for participants will not exceed those stipulated in State Comprehensive Travel Regulations. The Contractor will reimburse school systems for substitute teachers if the Contractor holds meetings during the school year.
 - b. Contractor staff will participate in the meetings with Tennessee educators, as required. The Contractor will be responsible for all expenses associated with Contractor staff travel and

participation. The Contractor's project manager or designee will be present at meetings for overall management purposes.

13. The Contractor will designate at least three scoring staff members meeting the qualifications of Room Directors, one for each grade level at which the pilot prompt is given, as well as the Project Director, to attend, at the Contractor's expense, scoring training meetings conducted by State consultants on site at the Department of Education.
14. The Contractor must maintain security in the development of the prompts and essays. All prompts and prompt item statistics are property of the State.

A.5. Product Design

1. Designs for publications will include format page layout, and covers required for administration manuals, reports of assessment results, information publications and other printed materials. The Contractor will produce all formats, graphics, charts, and illustrations for the products and submit them for approval to the State.
2. All products must be in compliance with the State requirements and submitted to the State for approval prior to printing.

A.6. Test Materials

The State will provide test materials for the 2004 administration of the TCAP/WA. The Contractor must be able to ensure that the documents provided by the State for the 2004 administration may be scanned to collect demographic data and student scores. Beginning with the preparation of materials for the 2005 administration, the Contractor, in consultation with the State, will design, produce, and print prompt pages, test directions, answer documents, bar code labels and Test Administration Manuals for each grade assessed. Test materials must be delivered to the State by December 1 each year. The State shall approve and have the right to modify the design of test materials prior to any printing for any test administration.

1. Test Directions:
 - a. Test directions must be printed on one page of 8 ½ x 11 colored paper in black ink.
 - b. The color of the paper on which test directions are printed must vary by grade level.
 - c. Design and content for the test directions will be provided to the Contractor by the State. (See Attachment 6.)
 - d. Directions will be printed for each grade level at the ratio of one per student tested.
2. Prompt Sheets:
 - a. Prompt Sheets will be printed on one page of 8 ½ by 11 colored paper in black ink.
 - b. The color of the paper on which prompts are printed must vary by grade level.
 - c. Design and content for the prompt sheets will be provided to the Contractor by the State. (See Attachment 6.)
 - d. Prompts will be printed for each grade level at the ratio of one per student tested.
3. Answer Documents:
 - a. Student answer documents must contain areas for required demographic information and two pages of lined space for the written essays. The State requires that each answer document is machine-scannable and includes certain demographic information across all grade levels. This data includes, but is not limited to:
 - name
 - Social Security Number
 - gender
 - date of birth
 - classification of student as to receiving special education services
 - ELL status

- migrant status
 - race/ethnicity
 - test type (Braille, Large Print)
 - Special Accommodations and ELL Accommodations
 - federal program services
 - social/economic status
 - chronological grade level
 - gifted
 - allowable accommodations
 - test date
- b. Unique Numbers: A unique number should be assigned to each answer document. The unique number must be printed on each page of the answer document.
- c. Bar Code Space: Each answer document must have a designated space to which a barcode label may be affixed.
- d. The answer documents will be reviewed and may be revised at no additional cost by the State after each administration to incorporate changes for succeeding administrations.
4. Absentee Document: The Contractor shall devise a way to account for all test documents being returned for students absent from testing, such as creation of an absentee document, use of an actual answer document with special coding, or other practical solutions to be approved by the State. The result must be the production of a data file containing (1) all students who were assessed, their demographic data, and test results and (2) all students who were absent and their demographic data. Absentee documents will be scanned for demographic information, but will not be included in the hand scoring process.
5. Bar Code Labels: The Contractor will produce bar code labels to affix to each answer document or absentee form and to each teacher header for use in uniquely identifying each system and school.
6. Test Administration Manual: This document is provided to assist the test administrator during the testing session. Administration requirements for all grades assessed by TCAP/WA shall be included in the manual. Manuals are provided at a ratio of one manual per 15 students.
- The manual will include information about checking materials, planning testing schedules, organizing classrooms, preparation of students, use of standardized testing procedures, security of materials, completing the demographic portion of the answer documents, accommodations instructions, test directions, administration of the test, assembly of materials for return, and distribution of reports. This product will be developed by the State, and the Contractor will make it available in printed form and for downloading from the Internet on a secure site. Revisions will be made as necessary to reflect program changes.
7. Teacher Header: This machine scannable form is used to record each class or testing group. Information recorded on the form is used to generate reports, and includes a designated space on which to affix the system/school barcode, teacher name, system name, school number, school name and number of answer documents and absentee forms behind the header. Forms are to be provided at a ratio of one form per 15 students.
8. School Header List: This form is used by each school to make a list of test administrators who have completed a teacher header. The school header list includes test administrator's name, grade level, and number of answer documents. This information should match the information on each administrator's group information sheet. Forms are to be provided at a ratio one form per grade assessed per school.
9. Alternate Versions: Large print and Braille versions of student test materials (prompt, directions, large print answer documents) will be provided by the Contractor for each administration.

- a. Large-print documents will be printed in 18-point type on 11" x 17" approved paper. Reformatting of documents may be necessary to meet these specifications. The Contractor is responsible for proofreading the Braille tests by an independent party and the form must be approved by the state's committee prior to final printing. Test administrator notes and scripts to accompany Braille test versions will also be developed by the Contractor. Braille tests and directions will be marked with regular print on the front cover to indicate the corresponding grade level.
- b. Approximately 15 copies of the Braille versions and 150 copies of the large-print versions will be produced for each grade level for each prompt and accompanying directions pages with an expected 5 % increase annually. All Braille and large-print should include scorable answer documents upon which student responses will be transcribed for scoring.
- c. Large-print and Braille versions of answer documents require separate handling during the scoring process. Demographic data should be completed on regular answer documents to accompany the large print response and the transcribed Braille response. Braille and large-print versions should be accompanied by regular print versions of the prompt, directions and answer documents to facilitate this process.

A.7. Ancillary Materials

Beginning with preparation for the 2005 administration of the TCAP/WA, the Contractor is responsible for developing and producing the following materials in addition to test materials as outlined in A.6. and reports as outlined in A.14. The State shall approve and have the right to modify the design of ancillary materials prior to any printing for any test administration.

1. The Contractor will produce and deliver an On-line Prompt Sampler to the State by August 15th each year.
 - On-line prompt sampler: The Contractor is responsible for providing electronic images of sample prompts and responses for use in the document.
 - a. Information for students, parents and teachers about TCAP/WA including sample prompts and explanations of the types of prompts
 - b. By grade level and type of prompt
 - c. Available in an electronic format that is accessible via the Internet
2. The Contractor will produce and deliver a Pretest Brochure to the State by the end of the second full week in November each year.
 - Pretest Brochure: This pamphlet will be developed by the State for the purpose of providing test awareness for parents and students. The Contractor will make it available in printed form. It will provide information regarding the type of prompt and modes of writing that will be assessed by grade. It will offer suggestions on ways to prepare for the test. This document will be distributed prior to each test administration.
 - a. Printed on colored paper in black ink
 - b. 1 pamphlet - each containing information for all grades assessed
3. The Contractor will produce a Posttest Brochure. The brochure will be delivered to the Systems along with initial reports (see Section A. 13.1.b) by May 1 of each year.
 - Posttest Brochure: A pamphlet that describes the report forms used for each administration will be developed. This pamphlet will describe the scoring process, scoring rubric, and report forms distributed to students, schools and districts. It will also contain supported information related to interpreting the test results. This document will be distributed with the printed test scores by May 1 or the last business day prior to May 1.
 - a. Includes thumbnail image of the TCAP/WA report

- b. Preprinted on colored paper in black ink

A.8. Printed Products

The Contractor is responsible for producing the first written draft of materials and products developed for this project. The production stages for printed products are defined as follows:

- Mockup: The mockup or rough draft stage will begin with delivery of the Contractor's first draft of written language for a product to the State. Products must be developed using software products commonly used by the State. During the mockup stage, the State and the Contractor will exchange ideas for improving the document. The purpose of the mockup stage is to complete the writing and editing of the product. The mockup stage will be complete when the State approves the product.
 - Draft: The draft stage will begin after the State has approved the wording of the text and layout of various graphic elements. The draft will be submitted to the State in page layout form. The Contractor will supply electronic versions for mock revisions via programs commonly used by the State. During draft stage, the State and the Contractor will exchange reactions to the drafts and subsequent revisions by the Contractor. The purpose of the draft stage is to complete the layout of the product and to proof and revise the product for expression, usage, and typographical errors. The mockup stage will be complete when the design layout of the product and the correctness of the language has been approved by the State.
 - Page Proof: The page proof stage will begin with the Contractor's first draft or the final typeset copy that will be submitted to the State. The purpose of the page proof stage is to ensure that the product has been prepared for printing with accuracy and without error. The Contractor will make corrections and submit additional page proofs as required by the State. Electronic methods for approval of page proofs or corrected pages and corrected pages must be made available to the State.
 - Printers Proof: The printer's proof stage will begin with delivery of the copy of the product produced by the printer. For each product, three copies produced by the printer will be delivered to the State. The purpose of the printer's proof stage is to ensure that the product will be without flaws or errors in its printed form. The Contractor and printer will make corrections as required and submit additional print proofs to the State as required. Electronic methods for approval of printer's proofs or corrected pages must be made available to the State.
 - Printed Copy: Printed copies of the product will be delivered to the State after being proofread by the Contractor. The printed copies will be delivered to the State before the products are shipped to the systems. Printed products will be shipped after the Contractor has received State approval.
1. The Contractor will follow the schedule for State review of all printed products as outlined in Attachment 2.
 2. The Contractor is responsible for proofreading documents during all development stages. The Contractor will propose well-defined procedures to ensure drafts are checked for spelling and proofed for complete accuracy by the Contractor's staff before they are sent to the State for review.
 3. The Contractor will design and implement a procedure for assessing the quality of printing. The Contractor is responsible for replacing misprinted or otherwise defective materials at no cost to the State in such a time frame as not to impede the assessment, scoring or reporting of assessment data.
 4. The Contractor will print all prompts and directions pages, manuals, materials, and forms in compliance with State printing specifications. The Contractor will also print any additional materials needed to implement the project, such as bar code labels, school headers, system headers and teacher headers.

5. The Contractor will be responsible for all aspects of production for publishing printed products, including formatting, graphics, and key entry. For each publication, the Contractor will submit for approval printing plans that identify type size and style, ink and paper color, paper quality, and layout. Printing examples that show type size and style will be included. The State desires attractive, good-quality printed materials of reasonable cost.
6. The Contractor will design and implement a procedure for assessing the quality of printing. The Contractor is responsible for replacing misprinted or otherwise defective materials bearing the cost of any measures necessary to meet the State's timelines and requirements.
7. In addition to quality of printing, the State requires test security procedures to be followed during printing.

A.9. State Receipt of Test Materials and Ancillary Materials Prior to Testing

1. Beginning with preparation for the 2005 administration of the TCAP/WA, the Contractor will prepare packaging specifications for State approval four months before each TCAP/WA administration. The packaging specifications will include at a minimum the following:
 - a. The Contractor's procedures for packing and for receiving materials from the systems.
 - a description of how the materials are packed;
 - examples of packing and inventory lists for boxes to the State;
 - examples of methods used for returning materials; and
 - a description of the procedures used to inventory materials as they are returned.
 - b. The Contractor will assure all materials will be shrink-wrapped in quantities specified by the State for shipping. (See Attachment 5.)
 - c. On the top of each shrink-wrapped packet of prompts, the Contractor will provide a printed page indicating that the documents are to be considered secure and are not to be opened prior to testing.
 - d. State approval must be received before shipping printed products. Approval will be provided after the Contractor and the State have received from the printer and have proofread examples of the printed products.
 - e. Braille and large-print materials are to be packaged and labeled separately and included in the shipment of test materials to the State.
 - f. The Contractor will be responsible for mailing or shipping any miscellaneous materials to the State and systems as situations arise. The Contractor is required to secure the services of shippers who will provide inside delivery and unload large shipments onto loading docks.
 - e. The Contractor will adhere to shipping schedule determined by the State as put forth in Attachment 5.

A.10. Return of Materials for Scoring

1. The Contractor will develop and implement an efficient method by which the Systems, state special schools, and private schools will return test materials to the Contractor for processing upon completion of testing.
2. The Contractor will verify, by number, all prompt/directions pages and secure answer documents and absentee documents returned after testing. The Contractor will provide a written report to the State documenting the check-in of all secure materials. Beyond these measures, the Contractor will be

required to manually check answer documents to ensure 100% accuracy of check-in for secure documents

3. The Contractor is required to secure the services of shippers who will provide inside pick-up and load large shipments from loading docks.
4. The Contractor will include in check-in procedures a method of checking for and retrieving answer documents and absentee documents erroneously packaged with used and unused materials, inactive materials, or prompt/directions pages.
5. The Contractor will prepare a missing materials report for test documents based on the material verification process that is completed during materials check-in. Reports will be prepared for each school with missing materials listed. School reports will be delivered to system coordinators with a system-level summary, and a state level summary to be delivered by the State. Any missing materials returned by systems will be recorded in the missing materials inventory maintained by the Contractor. The missing materials reports must be delivered to the State and systems daily as the check-in of secure materials is processed. For each administration, check-in and verification of secure materials must be completed and discrepancies resolved prior to the first shipment of results to Tennessee systems.

A.11. Scoring Essays

Hand scoring blind responses with accuracy and consistency is a key component in maintaining the reliability and integrity of the TCAP/WA programs. The Contractor is required to maintain high levels of scoring accuracy while meeting scoring deadlines as defined in this section.

The Contractor will implement hand scoring processes that are reliable and valid as well as efficient in terms of time and expenditures. The Contractor will consider alternatives that will make it possible for the statewide assessments to be processed according to a timeline that is more efficient than the one specified herein and adhere to the State's requirements.

1. Scoring Sites

- a. Hand scoring using a holistic method of blind scoring must be conducted at established scoring sites that draw on the Contractor's most experienced pools of readers who participate in scoring activities on a regular basis throughout the calendar year. The scoring sites must be secure facilities that employ procedures and technology to control access and maintain the security of materials. Access to the sites must be limited to full- and part-time employees and authorized visitors. Secure materials must be numbered, accounted for daily by signature when distributed and collected, and maintained in locked storage. Computers containing secure materials must be secured from unauthorized access or copying of files.
- b. The Contractor will identify the number and locations of proposed scoring sites and which grades the Contractor intends to score at each site. The State reserves the right to approve scoring sites and the distribution of subject/grade scoring across sites. To be approved by the State, in addition to security requirements, all scoring sites must meet fundamental requirements for accessibility for reader pools, suitability for, and adherence to State and county building and fire safety codes.
- c. All training and scoring for each grade must be conducted at the same scoring facility. The Contractor must ensure that the scoring site meets the following conditions:
 - Rooms are quiet, well ventilated, spacious and clean with adequate restroom facilities for the proposed staff, and comply with all ADA requirements.
 - Furnishings must include sturdy worktables, good lighting, and comfortable seating.
 - There must be no distractions.
 - A variety of snack and meal options must be located within 5-10 minutes of the site.
 - The readers for each grade must be housed in separate scoring rooms.

- The separate scoring rooms must have sufficient space to permit the formation of the required number of answer document essay packets to the various and appropriate scoring stations.
- There must be adequate secure storage space for the student essay packets when the essays are not in use during actual scoring of the student papers. There must be space, separate from the scoring rooms, for the processing (scanning and generating reports) part of the project.

2. Scoring Anchor Papers

- a. Prior to the scoring of responses to the Writing Assessment, the Contractor will be responsible for organizing and implementing a meeting to select anchor papers for each grade assessed for the TCAP/WA. The State will select the TN educators and consultants participating in the meetings.
- b. The Contractor will be responsible for making two legible copies of a sample of 2000 student responses per grade. Copies will be sent to the State and to expert reader consultants designated by the State. Criteria for sample papers will be provided by the State to the Contractor.
- c. The meetings will take place in Nashville, TN, and will involve at least twenty-five (25) Tennessee educators per grade level, State staff and expert reader consultants, and the Contractor's scoring directors.
- d. The meeting will be used to establish anchor papers for the current year's scoring. Small group meetings will be conducted for each prompt/grade combination during the anchor setting meetings.
- e. The Contractor will arrange, organize, and pay the cost of anchor paper scoring committee meetings. The State will designate Tennessee educators and consultants from outside the State to participate in this process as needed.
- f. All costs, including meeting room and equipment rental, meeting materials, travel and per diem costs of participants (excluding State employees) will be paid by the Contractor. Reimbursement rate for participants will not exceed those stipulated in State Comprehensive Travel Regulations. The Contractor will reimburse school systems for substitute teachers if the Contractor holds meetings during the school year.
- g. Contractor staff will participate in the meetings with Tennessee educators, as required. The Contractor will be responsible for all expenses associated with Contractor staff travel and participation. The Contractor's project manager or designee will be present at meetings for overall consultation purposes. The Contractor will provide the appropriate content, statistical, psychometric, and other professional staff persons to participate in each of the meetings.
- h. After the meetings, State staff assisted by expert reader consultants will finalize the student responses to be used for the anchor papers for each grade level.
- i. The Contractor will provide 25 copies each of 24 State selected student essays per grade level to be used as training sets for anchor paper scoring. The contractor will also provide copies of 200 additional State selected student essays per grade level to be used in anchor paper setting along with the training sets.

3. Preparing Staff for Scoring

The State will approve all student responses used to develop the scoring guidelines, training, calibration, and validity sets. The State will provide the holistic scoring rubric, grade-level anchor papers at each score point, two (2) training sets of twenty papers each for all three grades, four

(4) qualifying sets of twelve (12) papers each for each grade level, and a sufficient quantity of scored papers for each grade level which are to be used by the Contractor as validity sets and calibration/recalibration sets.

- a. No anchor, training, qualifying or recalibration papers may be changed or substituted without written permission from the State.
- b. State consultants and expert reader consultants will be present during reader training and the beginning of the scoring.
- c. All costs including travel and per diem costs for the expert reader consultants will be paid by the Contractor. Reimbursement rate for participants will not exceed those stipulated in State Comprehensive Travel Regulations.
- d. The State will monitor all daily scoring statistics. Quality-control reader statistical reports must be provided to the State by the Contractor daily and, at a minimum, include the number of readings, the number of papers read per reader per day, the total number of papers read each day, the distribution of scores, the number of third readings, and the number of non-scorable papers.
- e. The Contractor must also demonstrate the attainment of the minimum reliability and validity standards acceptable to the State. State consultants on a regular basis will review calibration reports.
- f. The Contractor will develop a specific plan according to State guidelines for the training of readers that will include one or more days each for the training of the Room Directors, Team Leaders and Readers. Qualifying requires the reading of no less than two qualifying sets of papers to pass with a required eighty percent (80%) perfect agreement with twenty percent (20%) adjacent scores on one packet and no less than seventy percent (70%) perfect agreement with thirty percent (30%) adjacent scores on a second packet. The Contractor must agree to cooperate fully with State personnel who will monitor the training and scoring operations.
- g. If during scoring, a reader (or readers) is determined to have "drifted" from State standards and the papers need re-scoring, those papers must receive top priority and be reread by two new readers. To determine if reader(s) have "drifted," the Room Director must check the previous day's statistics before reading begins each day. If the statistics indicate a high number of discrepant readings, all papers read on the previous day by a particular reader must be pulled and rescored. Determinations concerning retraining or dismissing the scorer will be made jointly by the Contractor's staff and the State.

4. Producing Scoring Materials

The State will provide the scoring guides, anchor papers, training papers, qualifying sets, and calibration papers for all prompts.

- a. The Contractor must provide a copy of the scoring guide, anchors, training papers, qualifying sets, calibration sets and recalibration sets to each Room Director, Team Leader, and Reader.
- b. The Project Director and the Room Directors must read all materials provided by the State and be fully prepared to conduct training sessions using **only** State standards.
- c. The State will provide a sufficient quantity of papers to be used for calibration and recalibration sets. The papers have been chosen from "live" papers and should be read carefully by the Project Director and Room Directors and then placed into packets in random score order. Each packet should represent a variety of scoring points within the scoring range. Calibration sets must be scored four times daily during the first week of scoring and twice daily during the

second and third weeks. From the fourth to the final week of scoring, recalibration will be required one time each day. Prompt daily turnaround of the scores resulting from the recalibrations is required to ensure usefulness of this data. The Contractor must have a plan to process these papers as part of the contract.

5. Scoring Teams

The Contractor will assign its most experienced staff to work on the State TCAP/WA. The following descriptions of key project personnel are minimum, general requirements.

- Project Director: The individual assigned to the project must have experience with writing assessment scoring and with large-scale (more than 150,000) statewide public school performance assessments of students (K-12). The Project Director must be able to establish and maintain appropriate standards throughout the scoring phase of the project. Additionally, he/she must be able to completely adopt State score point decision rules, to explain the subtleties of scoring, and to be firm in their application. The Project Director is responsible for ensuring that all questionable papers/responses (including off-topic, illegible, refusal, another language, and alert papers) are immediately faxed to the State on the day that the readers identify them. The Project Director will be ultimately responsible for TCAP/WA scoring and must remain on site during all training and scoring.
- Room Directors: One room director will be needed for each grade level scored. He/she must have a four-year college degree and considerable prior experience with the different methods of evaluating large-scale performance assessments. The State prefers individuals who have led reader groups for similar assessment projects of this size and have experience teaching similar grade/subject levels to that which are assessed. Room Directors will be required to adhere to scoring standards set by the State, to resolve problems created by prompts, scoring guides, individual differences in interpretation, and to be sure that the readers score papers according to State scoring standards. They must administer reader training that minimizes the need for retraining by maximizing reader agreement. When two readers differ by more than one point in the score assigned to an individual paper, the Room Director will read the essay a third time and assign the final score. The Room Director will monitor daily reports for his/her readers and immediately identify those who have strayed from the scoring standards and need retraining. Room Directors must maintain a 95% interrater reliability rate both with the scoring personnel and with the State.
- Team Leaders: The Contractor will hire one team leader for every 10 to 12 readers. He/she must have a four-year college degree and experience in evaluating performance-based assessments. Team Leaders will be trained and qualified by the State in a two-day session prior to reader training. They will monitor reader performance, provide recalibration and retraining, and spot check readers' packets to make sure they are not drifting from the rubric. The Team Leader must daily read about a five percent (5%) randomly chosen sample from each reader's output plus cross score with other Team Leaders. The team leader training will include training and qualifying procedures for the readers. In addition, the training will include procedures for dealing with readers' questions: interpreting reader reports to determine which readers need additional assistance, holding a conference with readers having difficulty. Team leaders will also be trained in how packets are circulated between teams for second readings and how to complete forms and follow other procedures required by the Contractor and State staff.
- Readers: He/she must have at least a four-year college degree. The reader's ability to write must be documented to the Contractor's satisfaction with writing samples. A cross section of readers in terms of age, ethnicity, and sex is also important. Previous experience on similar projects is preferred. Readers will be expected to maintain a 95% interrater reliability rate both with the scoring personnel and with the State.

- Room Aides: He/she must handle the tasks within assigned rooms that are associated with the paper flow necessary for scoring essay packets. Aides must be trained to assist the Team Leaders, Room Directors, and Warehouse Supervisor in assuring that papers move quickly from first to second readings; ensure that scoring sheets are collected promptly; and be detail oriented in transmitting any materials to the State.

6. Hiring of Readers

All readers are required to have a bachelor's degree. The Contractor must use a screening process for hiring readers that includes an interview and an evaluation of the applicant's written response to sample TCAP/WA.

As part of the screening process, all potential readers must sign a statement indicating that they understand the following conditions:

- If applicants do not successfully complete the training and qualifying requirements, they will not be hired as readers.
- If they are hired as readers, they may be retrained or dismissed if, after being trained to score, their scoring performance does not meet the requirements of the State and Contractor.
- Applicants will agree to score for the duration of the scoring session.
- If a reader is absent from scoring for two or more consecutive scoring days, the reader must repeat the training and qualifying procedures described above.
- All readers must sign a security agreement approved by the State.

7. Training and Qualifying of Readers

- a. The State will play an integral role in training the readers and in guiding and monitoring all aspects of scoring the essays. State staff will be on site throughout training of the hand scoring employees. When not on site, the State and the Contractor will communicate frequently throughout the scoring process.
- b. The Contractor will conduct separate training for each grade level of the TCAP/WA responses. The team leaders will conduct training under the direction of scoring directors in consultation with State staff and Consultants. The State will have final approval of all training techniques. The purpose of the training is to ensure that each person who scores TCAP/WA has met the State's standards for scoring.
- c. The Contractor must be responsible for scoring all student writing samples using the students' actual essays and the specific scoring criteria and methods provided by the State.
- d. The State will provide original copies of all training materials, anchor papers, training papers, and qualifying sets. The Contractor will provide each reader with a copy of the materials that is easily readable. These materials must remain in the assigned scoring rooms.
- e. A specific plan for the training of readers must be developed by the Contractor and, at a minimum, should consist of the following criteria:
 1. The plan must provide two or more days each for the training of the Team Leaders and readers with State consultants and expert reader consultants present.
 2. The plan must also provide for the reading of no less than two qualifying sets of papers for Team Leaders and readers to pass with a required eighty percent (80%) perfect agreement on one packet and no less than seventy percent (70%) perfect agreement on a second packet.
 3. Score sheets for the qualifying sets will be inspected by the State.

4. The Contractor must anticipate some loss of readers during qualification and increase counts of readers to a level sufficient for completing scoring tasks on schedule.
5. In actual scoring, the Contractor must provide at least ninety-five percent (95%) interrater reliability both with scoring personnel and with the State on a daily basis.
6. If inter-rater reliability criteria is not met, the State may require the Contractor to rescore the essays or may at any time require essays scored by a particular reader to be rescored if the reader's statistics show greater than the five percent resolutions required. Readers may require retraining or dismissal if the scoring process is not followed. The decision must be made by the State and the Contractor with the State having the final authority to determine the consequences.
7. The scoring Contractor is responsible for training readers and supervising scoring to ensure that all State standards are met. Using any other scoring rubrics, scoring philosophies or altering the scores on the State scored papers will be considered a breach of the contract.

8. Security of Assessment

Contractors must specify in detail how they will securely handle original student answer document paper flow during the scoring operation. The Contractor must ensure day-to-day security to prohibit unauthorized personnel access to testing materials through deliberate or unintentional actions.

Security also refers to prohibiting oral communication by readers of the particular day-to-day operations and content of student papers to the general public. The Contractor is held responsible for the actions of the readers and must guard against a breach of security. Readers must be carefully screened and made to understand the importance of the security of the papers and the scoring process. In addition, each reader must sign a non-disclosure document attesting to their understanding of the expected behavior in not discussing or revealing the contents of the tests and the results from the tests. The Contractor is responsible for creating the non-disclosure document for State approval and must ensure it meets State standards and specifications.

9. Scoring Student Responses

The Contractor must develop a specific plan for scoring procedures to be approved by the State, including the following basic elements:

- Definition of roles and responsibilities of personnel
 - Flow of student essay papers through the scoring process
 - Assignment of scores to papers
 - Resolution of scoring problems
 - Retraining of scorers
 - Monitoring and maintaining reliability of scoring and quality control throughout the process.
- a. The Contractor is responsible for developing and implementing an efficient process to group the student essays for scoring. This organizational process must be approved by the State.
 - b. TCAP/WA essays will be holistically scored independently by two readers using blind scoring methods. The State will provide the Contractor with a specific set of scoring rules for resolving disagreement between first and second readings with third and, infrequently, fourth readings and for calculating final scores.
 - c. The Contractor must provide the State a copy of all student papers about which questions have been raised. This includes papers with anomalous scores, papers which are non-scorable as defined by the Condition Codes, compositions which are considered an "Alert," (see Section A.11.11.) and compositions which might indicate administrator interference. Additional pages of student written work that accompany the answer document **will not** be scored.

- d. The Contractor must ensure that the Project Director and other management personnel maintain effective communication and cooperation with the State.
- e. The Contractor must describe a plan for providing absolute security/confidentiality of (1) the test materials, (2) student papers, training procedures, and scoring processes, and (3) program results, both throughout the term of this contract (particularly during scoring) and afterward.
- f. The Contractor must not make contact with the press or systems in regard to testing results or procedures. Any contact with the press and school systems will be handled through the State. All training materials are secure/confidential and belong to the State.

10. Non-Scorable Papers

Each student essay answer document must be scored by two independent readers allowing for a third reading if the first two scores are discrepant by more than one score point. The two readers' scores do not have to agree, but the scores for each reader must be reported. Scores of 0 with Condition Codes (A, B, C, D – as indicated on Attachment 1, TN Scoring Rubric) will be used to indicate non-scorable compositions. Readers will use a holistic scale that focuses on the overall effect of the student writing.

11. Alert Papers

Alert status papers are those which indicate a serious or potentially serious problem for the writer (physical/sexual abuse, drug use, gang involvement, running away, etc.). When such a paper is identified, it must be brought immediately to the attention of the Room Director who will see that it is transmitted immediately to the State. The State will then notify the appropriate system personnel. These papers, as well as all others, are strictly confidential and must not be discussed.

A.12. Processing Results

- 1. The Contractor will design and implement systems to facilitate processing, scoring, and reporting student results from each administration. The Contractor will also develop a plan to verify the accuracy of data produced during each processing step.
- 2. If electronic scanners are used, the Contractor must develop a plan to include verification on each scanner. Scanning must be monitored by the Contractor between each run. The plan will identify how scanners will be used. The plan should identify what types of quality control monitoring the Contractor will be performing and what types of data will be presented to the State to verify that the scanners are working properly throughout each scan run of actual scoring. It is the Contractor's responsibility to develop these processes for the State's approval.
- 3. The plan shall provide a description of editing answer documents and headers which a) contain double marks or inaccurate precoding of printed information, b) are coded incorrectly with respect to student, school, or system identification, or c) are deemed unscorable for some reason. The plan will include rules for editing each field on the answer documents, noting which will be flagged, hand-checked, and connected where necessary, and which fields will rely on scanner discrimination rules and not be hand-edited. Materials used for training editors will be included in the plan. The plan will also include a description of the edit reports that will be produced to show what headers need editing, the outcome of edits, and the procedures for monitoring the edit changes.
- 4. The Contractor must be able to ensure that the documents provided by the State for the 2004 administration may be scanned to collect demographic data and student scores

A.13. Reports of Results

1. TCAP/WA Report Designs

Beginning with the 2004 administration of the TCAP/WA, the Contractor is responsible for annually reviewing and updating the design of all reports, including individual, school, system and state reports, of TCAP/WA results in consultation with the State. The reports must provide numeric, verbal, and graphic presentations of demographic information and assessment results that effectively communicate score interpretations to the intended audiences including students, teachers, parents, and the general public.

- a. At a minimum, the score reports must be updated to permit inclusion of scores produced for TCAP/WA and data required by the federal government for reporting such results. Each administration will generate numerous reports and data files to be provided to students, classes, schools, systems and the State for students, parents, educators, and the general public.

- b. The Contractor will generate and distribute by May 1 initial reports including the following information:

1. Class Roster Reports:

- report forms on which results for all students tested within a class or group are reported
- printed in one color
- all student reports include student names, ID numbers, scores, explanatory information about the scores, system name, system number, school name, school number, grade level, teacher or group name and date of assessment
- summary scores for the class are included on the report form
- two copies per class/group

2. Individual Student Reports:

- report forms on which a student's scores are reported
- printed in one color
- all student reports include student name, ID numbers, scores, explanatory information about the scores, system name, system number, school name, school number, grade level, teacher or group name and date of assessment
- two copies per student to be distributed by System as follows: 1 copy per school, 1 copy for home

3. Student labels:

- sticky labels to be affixed to student data cumulative records by the systems
- all student labels include student name, ID numbers, teacher or group name, score point, system name, system number, school name, school number, date of assessment
- one label per student to be distributed per school

- c. The Contractor will generate and distribute by the end of the third full week in June summary reports including the following information:

1. School Summary:

- report forms including summary of number and percent of student papers resulting in use of condition codes reported per grade by individual school with scores of special education students aggregated and disaggregated
- all school summaries should include system name, system number, school name, school number, test date, grade

- summary of the number and percent of student scores at each score point per grade by individual school reported with scores of special education students aggregated and disaggregated
- two copies per school to be distributed by the System as follows: 1 copy per school, 1 copy per system

2. System Summary:

- report forms including summary of number and percent of student scores at each score point per system reported with scores of special education students aggregated and disaggregated and summary of number and percent of student papers resulting in use of condition codes reported with scores of special education students aggregated and disaggregated
- two copies per system

3. State Summary:

- report forms including summary of number and percent of student scores at each score point per grade by system reported with scores of special education students aggregated and disaggregated and summary of number and percent of student papers resulting in use of condition codes per grade by system reported with scores of special education students aggregated and disaggregated
- one copy to be sent to the State

4. Comprehensive Data File:

- a. Provided State in electronic format utilizing a program acceptable by the State
- b. Include, at a minimum, all demographic information and final scores, organized in a method approved by the State
- c. Must be submitted electronically and on CD. Both media forms must include the layout of all data fields.

2. Report Specifications

The Contractor is responsible for drafting reports according to State specifications, which include:

- a description of the report,
 - how the data on each report is generated (e.g., which population of students)
 - a sample of the report.
- a. The State will critique the specifications and the Contractor will provide a final copy of the specifications with a sample of each report. The Contractor will update the specifications each administration and provide a copy to the State for final approval.
 - b. The Contractor will ensure that schools receive only school reports for their own school along with the system and State averages and summary data as specified by the State. Systems receive copies of their schools' report along with state and system summary data. Initial reports are to be sent to the school systems not later than May 1 annually. (See Attachment 3.)
 - c. The Contractor will support the generation of reports that include a total school population count and information related to the actual number of students participating in the current test administration, the number of students using modified format tests, the number of students using accommodations, and any other data fields as determined by the State.
 - d. For each administration, The Contractor will supply the State with an electronic file compatible with State software containing all data which may be aggregated by grade for each school, system, and the State no later than the end of the third week of June each year. The Contractor will draft a format for this file for State approval. The State will revise as necessary due to changes in the programs from administration to administration. (See Attachment 2.)

- e. The State may specify variables and field lengths for all files. Before providing a data file to the State, the Contractor will be responsible for checking to ensure that all files are consistent and accurately reflect the data provided on the reports. The State will independently verify the consistency and accuracy of the data files. Any discrepancies are to be immediately adjusted by the Contractor at the Contractor's expense to the State's satisfaction.
- f. The Contractor must check the accuracy and consistency of all student level data on data files before submitting the file to the State. This includes, but is not limited to:
 - Ensuring all students tested are included in the final file
 - ensuring that all demographic fields are included in the final file and are accurate reflections of the test answer documents,
 - Braille student and large print student records are coded correctly, etc.
 - all data is included accurately in the printed reports and data files, and
 - all absentee records are included appropriately in the data.
- g. The contractor will provide reprints of all reports as needed according to State staff.

A.14. State and System Receipt of Reports After Testing

- a. State approval must be received before shipping printed products. Approval may be provided after the Contractor and the State have received reports from the printer and have proofread examples of the printed products.
- b. All reports identified in Section A.13. with the exception of the State Summary Report and the Comprehensive Data File are packed by school and are sent to the System Testing Coordinator. The State Summary Report and Comprehensive Data File are sent to the State.
- c. The Contractor will be responsible for mailing or shipping any miscellaneous materials to the State and systems as situations arise. The Contractor is required to secure the services of shippers who will provide inside delivery and unload large shipments onto loading docks as needed.
- d. The Contractor will provide the State with an updated shipping log each day as reports are shipped to systems.

A.15. Testing Security Requirements

Prompts developed for the TCAP/WA are secure test materials. All prompts are property of the State. Contractors will provide for State approval their plans for maintaining the security of the tests during development and implementation. The Contractor's security plan must meet the State's test security requirements. Contractors will describe in detail how the security of the electronic files and paper portions associated with the test will be maintained while they are in the possession of the Contractor for production and scoring. Contractors will also describe in detail how the security of the assessments will be maintained during printing.

- 1. The State has established security measures to ensure validity of the results for their Assessments. The Contractor should ensure that all the following guidelines are followed in relation to handling of secure test documents.
 - a. All prompt negatives, plates or files must be maintained under lock and key by the printing supervisor.
 - b. Unauthorized personnel are not permitted access to the test negatives, plates, or copies.

- c. All plates and negatives must be destroyed by the Contractor upon completion of this contract.
- d. All press waste material must be shredded at the end of each day's press run by authorized personnel.
- e. Each production run must be made under close supervision of the printing supervisor.
- f. Each answer document will be numbered on each page with a unique identification number.
- g. Prompts are to be maintained in a secure manner at all times to preserve their integrity. Persons are not to participate in, direct, aid, counsel, assist in, or encourage any activity that could result in the breach of test security.
- h. Any discrepancies noted in the number of testing materials received from Contractors shall be reported to the State by designated institutional or school district personnel prior to the administration of the test.
- i. In the event that test materials are determined to be missing while in the possession of the Contractor, the Contractor shall investigate the cause of the discrepancy and provide the State with a report of the investigation within thirty (30) calendar days of the initiation of the investigation. At a minimum, the report shall include the nature of the situation, the time and place of occurrence, and the names of persons involved in or witness to the occurrence and any disciplinary actions incurred.
- j. At the completion of the contract, all data files containing prompts and/or student answer documents remaining in the possession of the Contractor will be securely destroyed after one year. Written verification of destruction will be provided to the State as part of the final report. Destruction will not take place until authorized by the State.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on **January 1, 2004** and ending on **June 30, 2008**. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **[WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT])**. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based on the following Service Rates:

Service/Unit Milestone	Deliverables				
	1/01/04-12/31/04	1/01/05-12/31/05	1/01/06-12/31/06	1/01/07-12/31/07	1/01/08-6/30/08
Test Development/Prompt Piloting:					
Conduct Advisory Committee Meeting no later than the last week in April	Per Meeting \$_____	n/a	n/a	Per Meeting \$_____	
Test Development/Prompt Piloting: Production and Delivery of Test Materials to State for Distribution for Pilot by July 1					
Pilot Secure Document Cover Sheet	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Elementary Grade Test Directions	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Middle Grade Test Directions	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot High School Test Directions	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Elementary Grade Prompt Sheet	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Middle Grade Prompt Sheet	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot High School Prompt Sheet	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Braille Elementary Grade Test Directions With Accompanying Print Guide	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Braille Middle Grade Test Directions	Per test Directions	n/a	n/a	Per test Directions	

With Accompanying Print Guide	\$_____			\$_____	
Pilot Braille High School Test Directions With Accompanying Print Guide	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Braille Elementary Grade Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Braille Middle Grade Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Braille High School Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Large Print Elementary Grade Test Directions	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Large Print Middle Grade Test Directions	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Large Print High School Test Directions	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Large Print Elementary Grade Prompt Sheet	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Large Print Middle Grade Prompt Sheet	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Large Print High School Prompt Sheet	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Large Print Answer Document	Per Document \$_____	n/a	n/a	Per Document \$_____	
Pilot Test Administration Manual	Per Manual \$_____	n/a	n/a	Per Manual \$_____	
Pilot Answer Document	Per Document \$_____	n/a	n/a	Per Document \$_____	

Pilot Teacher Headers	Per Header \$_____	n/a	n/a	Per Header \$_____	
Pilot School Headers	Per Header \$_____	n/a	n/a	Per Header \$_____	
Pilot Bar Code Labels	Per Label \$_____	n/a	n/a	Per Label \$_____	
Test Development/Prompt Piloting: Scoring					
Score Pilot Writing Assessments by end of the third full week of September	Per Test \$_____	n/a	n/a	Per Test \$_____	
Test Development/Prompt Piloting: Reporting					
Producing State Specified Statistical Data and providing both electronically and in printed form by end of the first full week of October	Upon Completion \$_____	n/a	n/a	Upon Completion \$_____	
Production and Delivery of Ancillary Materials to the State					
On-line Prompt Sampler by August 15	Per Complete Prompt Sampler \$_____	Per Complete Prompt Sampler \$_____	Per Complete Prompt Sampler \$_____	Per Complete Prompt Sampler \$_____	
Pretest Brochure by second full week in November	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____	
Production and Delivery of Ancillary Materials to Systems					
Posttest Brochure by May 1	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____
Production and Delivery of Test Materials to the State by December 1					
Secure Document Cover Sheet	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
Elementary Grade Test Directions	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	

Middle Grade Test Directions	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
High School Test Directions	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
Elementary Grade Prompt Sheet	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
Middle Grade Prompt Sheet	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
High School Prompt Sheet	Per Form \$_____	Per Form \$_____	Per Form \$_____	Per Form \$_____	
Braille Elementary Grade Test Directions With Accompanying Print Guide	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Braille Middle Grade Test Directions With Accompanying Print Guide	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Braille High School Test Directions With Accompanying Print Guide	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Braille Elementary Grade Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Braille Middle Grade Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Braille High School Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Large Print Elementary Grade Test Directions	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Large Print Middle Grade Test Directions	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Large Print High School Test Directions	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	

Large Print Elementary Grade Prompt Sheet	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Large Print Middle Grade Prompt Sheet	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Large Print High School Prompt Sheet	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Large Print Answer Document	Per Document \$_____	Per Document \$_____	Per Document \$_____	Per Document \$_____	
Test Administration Manual	Per Manual \$_____	Per Manual \$_____	Per Manual \$_____	Per Manual \$_____	
Answer Document	Per Document \$_____	Per Document \$_____	Per Document \$_____	Per Document \$_____	
Absentee Document	Per Document \$_____	Per Document \$_____	Per Document \$_____	Per Document \$_____	
Teacher Headers	Per Header \$_____	Per Header \$_____	Per Header \$_____	Per Header \$_____	
School Headers	Per Header \$_____	Per Header \$_____	Per Header \$_____	Per Header \$_____	
Bar Code Labels	Per Label \$_____	Per Label \$_____	Per Label \$_____	Per Label \$_____	
Scoring:					
Conduct Anchor Setting Meetings by last week in February	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____
Conduct Room Leader and Reader Training by end of second full week in March	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____
Score Writing Assessment by end of second full week in April	Per test \$_____	Per test \$_____	Per test \$_____	Per test \$_____	Per test \$_____
Scan Absentee Documents by end of first week in March	Per Form \$_____	Per Form \$_____	Per Form \$_____	Per Form \$_____	Per Form \$_____

Reporting: Student, School, System and State Reports Produced, Printed and Delivered According to State Specifications					
Individual Student Reports by May 1	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
Class Roster Reports by May 1	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
Report Labels (Sticky Labels) by May 1	Per Label \$_____	Per Label \$_____	Per Label \$_____	Per Label \$_____	Per Label \$_____
School Summary Reports by end of third full week in June	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
System Summary Reports by end of third full week in June	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
Statewide Summary Report by end of third full week in June	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
Statewide, System and School Level Data Delivered in CD and Electronic Formats and According to State Specifications by end of third full week in June	CD and Electronic Data File \$_____	CD and Electronic Data File \$_____	CD and Electronic Data File \$_____	CD and Electronic Data File \$_____	CD and Electronic Data File \$_____

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of

Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
 - D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
 - D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
 - D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty 60 days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 - D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
 - D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
 - D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
 - D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated** Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
 Karen Jenkins, Director of Evaluation and Assessment
 Tennessee Department of Education
 Evaluation and Assessment Division
 710 James Robertson Parkway
 Andrew Johnson Tower, 7th Floor
 Nashville, TN 37243-0375
 (615) 741-0720 (phone)
 (615) 532-6870 (fax)

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
 [CONTRACTOR NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment 4, and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any

description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

- (4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.
 - b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.
- E.5. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. **Annual Report and Audit.** The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives \$300,000 or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions

of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- E.7. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

- E.8. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than 1-16-04. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of Two Hundred Fifty Thousand Dollars (\$250,000), may be substituted if approved by the State prior to its submittal.

- E.9. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of ***Tennessee Code Annotated*** Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by ***Tennessee Code Annotated***, Section 12-7-103 (d).

- E.10. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.

- E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.12. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of

the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.13. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.14. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.15. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.16. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.17. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.18. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

E.19. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.20. Date/Time Hold Harmless. As required by **Tennessee Code Annotated** Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.21. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated** Section 8-6-106.

E.22. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-

801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

Department of Education:

Lana Seivers, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

DEPARTMENT OF PERSONNEL:

Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

CERTIFICATION OF COMPLIANCE

RFP # 331.11-007

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- a) the laws of the State of Tennessee;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Proposer Signature

Date

ATTACHMENT 9.2

COST PROPOSAL FORMAT

RFP # 331.11-007

Proposer Name
NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

Service/Unit Milestone	Deliverables				
	1/01/04- 12/31/04	1/01/05- 12/31/05	1/01/06- 12/31/06	1/01/07- 12/31/07	1/01/08- 6/30/08
Test Development/Prompt Piloting:					
Conduct Advisory Committee Meeting no later than the last week in April	Per Meeting \$_____	n/a	n/a	Per Meeting \$_____	n/a
Test Development/Prompt Piloting: Production and Delivery of Test Materials to State for Distribution for Pilot by July 1					
Pilot Secure Document Cover Sheet	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	n/a
Pilot Elementary Grade Test Directions	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Middle Grade Test Directions	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	

Pilot High School Test Directions	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Elementary Grade Prompt Sheet	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Middle Grade Prompt Sheet	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot High School Prompt Sheet	Per Sheet \$_____	n/a	n/a	Per Sheet \$_____	
Pilot Braille Elementary Grade Test Directions With Accompanying Print Guide	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Braille Middle Grade Test Directions With Accompanying Print Guide	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Braille High School Test Directions With Accompanying Print Guide	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Braille Elementary Grade Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Braille Middle Grade Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Braille High School Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	
Pilot Large Print Elementary Grade Test Directions	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	
Pilot Large Print Middle Grade Test Directions	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	

Pilot Large Print High School Test Directions	Per test Directions \$_____	n/a	n/a	Per test Directions \$_____	n/a
Pilot Large Print Elementary Grade Prompt Sheet	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	n/a
Pilot Large Print Middle Grade Prompt Sheet	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	n/a
Pilot Large Print High School Prompt Sheet	Per Prompt \$_____	n/a	n/a	Per Prompt \$_____	n/a
Pilot Large Print Answer Document	Per Document \$_____	n/a	n/a	Per Document \$_____	n/a
Pilot Test Administration Manual	Per Manual \$_____	n/a	n/a	Per Manual \$_____	n/a
Pilot Answer Document	Per Document \$_____	n/a	n/a	Per Document \$_____	n/a
Pilot Teacher Headers	Per Header \$_____	n/a	n/a	Per Header \$_____	n/a
Pilot School Headers	Per Header \$_____	n/a	n/a	Per Header \$_____	n/a
Pilot Bar Code Labels	Per Label \$_____	n/a	n/a	Per Label \$_____	n/a
Test Development/Prompt Piloting: Scoring					
Score Pilot Writing Assessments by end of the third full week of September	Per Test \$_____	n/a	n/a	Per Test \$_____	n/a
Test Development/Prompt Piloting: Reporting					
Producing State Specified Statistical Data and providing both electronically and in printed form by end of the first full week of October	Upon Completion \$_____	n/a	n/a	Upon Completion \$_____	n/a

Production and Delivery of Ancillary Materials to the State					
On-line Prompt Sampler by August 15	Per Complete Prompt Sampler \$_____	Per Complete Prompt Sampler \$_____	Per Complete Prompt Sampler \$_____	Per Complete Prompt Sampler \$_____	
Pretest Brochure by second full week in November	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____	
Production and Delivery of Ancillary Materials to Systems					
Posttest Brochure by May 1	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____	Per Brochure \$_____
Production and Delivery of Test Materials to the State by December 1					
Secure Document Cover Sheet	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
Elementary Grade Test Directions	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
Middle Grade Test Directions	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
High School Test Directions	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
Elementary Grade Prompt Sheet	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
Middle Grade Prompt Sheet	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	Per Sheet \$_____	
High School Prompt Sheet	Per Form \$_____	Per Form \$_____	Per Form \$_____	Per Form \$_____	
Braille Elementary Grade Test Directions With Accompanying Print Guide	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Braille Middle Grade Test Directions With Accompanying Print Guide	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Braille High School Test Directions With Accompanying Print	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	

Guide					
Braille Elementary Grade Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Braille Middle Grade Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Braille High School Prompt Sheet With Accompanying Print Guide	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Large Print Elementary Grade Test Directions	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Large Print Middle Grade Test Directions	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Large Print High School Test Directions	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	Per test Directions \$_____	
Large Print Elementary Grade Prompt Sheet	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Large Print Middle Grade Prompt Sheet	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Large Print High School Prompt Sheet	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	Per Prompt \$_____	
Large Print Answer Document	Per Document \$_____	Per Document \$_____	Per Document \$_____	Per Document \$_____	
Test Administration Manual	Per Manual \$_____	Per Manual \$_____	Per Manual \$_____	Per Manual \$_____	
Answer Document	Per Document \$_____	Per Document \$_____	Per Document \$_____	Per Document \$_____	
Absentee Document	Per Document \$_____	Per Document \$_____	Per Document \$_____	Per Document \$_____	
Teacher Headers	Per Header \$_____	Per Header \$_____	Per Header \$_____	Per Header \$_____	

	\$_____				
School Headers	Per Header \$_____	Per Header \$_____	Per Header \$_____	Per Header \$_____	
Bar Code Labels	Per Label \$_____	Per Label \$_____	Per Label \$_____	Per Label \$_____	
Scoring:					
Conduct Anchor Setting Meetings by last week in February	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____
Conduct Room Leader and Reader Training by end of second full week in March	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____	Upon Completion \$_____
Score Writing Assessment by end of second full week in April	Per test \$_____	Per test \$_____	Per test \$_____	Per test \$_____	Per test \$_____
Scan Absentee Documents by end of first week in March	Per Form \$_____	Per Form \$_____	Per Form \$_____	Per Form \$_____	Per Form \$_____
Reporting: Student, School, System and State Reports Produced, Printed and Delivered According to State Specifications					
Individual Student Reports by May 1	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
Class Roster Reports by May 1	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
Report Labels (Sticky Labels) by May 1	Per Label \$_____	Per Label \$_____	Per Label \$_____	Per Label \$_____	Per Label \$_____
School Summary Reports by end of third full week in June	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
System Summary Reports by end of third full week in June	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____
Statewide Summary Report by end of third	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____	Per Report \$_____

full week in June					
Statewide, System and School Level Data Delivered in CD and Electronic Formats and According to State Specifications by end of third full week in June	CD and Electronic Data File \$_____	CD and Electronic Data File \$_____	CD and Electronic Data File \$_____	CD and Electronic Data File \$_____	CD and Electronic Data File \$_____

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least **120** days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Signature

Date

TECHNICAL PROPOSAL EVALUATION FORMAT

RFP # 331.11-007

 Proposer Name

 Evaluator

 Date

PROPOSAL EVALUATIONS CATEGORY (AND RELATED CRITERIA)	SCORE
<u>General Proposer Qualifications and Experience (Maximum Points: 40)</u> <ul style="list-style-type: none"> - vendor credentials - Proposer's background including an organizational history - whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony - pending litigation against the Proposer - bankruptcy or insolvency proceedings - organizational chart highlighting key personnel assigned to accomplish the work called for in this RFP - proposed project team, members, and organizational structure - personnel roster and resumes of key people assigned to the proposed project - performance of current contractual relationships with the State of Tennessee or those completed within the previous five year period - customer references for similar projects representing both the three largest accounts currently serviced by the vendor and three completed projects 	
<u>Technical Approach (Maximum Points: 30)</u> <ul style="list-style-type: none"> - vendor's understanding of the requirements of the project and the project schedule - how the Proposer will complete the scope of services as required - how the Proposer will manage the project and ensure completion of the scope of services as required 	
TOTAL TECHNICAL PROPOSAL SCORE:	

COST PROPOSAL EVALUATION FORMAT

RFP # 331.11-007

Proposer Name

RFP Coordinator

Date
PROPOSED COST FOR EVALUATION:

Amounts are derived from the subject cost proposal.

Weights used for evaluation purposes are frequency estimates. School names, numbers, and enrollments change annually. The Contractor will provide testing materials based upon the number of students tested in each system, anticipating a 5% increase each year.

Materials (Test Development/Prompt Piloting)

Conduct Advisory Committee Meeting

1/1/04 - 12/31/04 \$ _____ ea.

1/1/07 - 12/31/07 \$ _____ ea.

Pilot Secure Document Cover Sheet

1/1/04 - 12/31/04 \$ _____ ea. X 55 = \$ _____

1/1/07 - 12/31/07 \$ _____ ea. X 55 = \$ _____

Pilot Elementary Grade Test Directions (500 students @ 11 prompts)

1/1/04 - 12/31/04 \$ _____ ea. X 5500 = \$ _____

1/1/07 - 12/31/07 \$ _____ ea. X 5500 = \$ _____

Pilot Middle Grade Test Directions (500 students @ 11 prompts)

1/1/04 - 12/31/04 \$ _____ ea. X 5500 = \$ _____

1/1/07 - 12/31/07 \$ _____ ea. X 5500 = \$ _____

Pilot High School Test Directions (500 students @ 11 prompts)

1/1/04 - 12/31/04 \$ _____ ea. X 5500 = \$ _____

1/1/07 - 12/31/07 \$ _____ ea. X 5500 = \$ _____

Pilot Elementary Grade Prompt Sheet (500 students @ 11 prompts)

1/1/04 - 12/31/04 \$ _____ ea. X 5500 = \$ _____

1/1/07 - 12/31/07 \$ _____ ea. X 5500 = \$ _____

Pilot Middle Grade Prompt Sheet (500 students @ 11 prompts)

1/1/04 - 12/31/04 \$ _____ ea. X 5500 = \$ _____

1/1/07 - 12/31/07 \$ _____ ea. X 5500 = \$ _____

Pilot High School Prompt Sheet (500 students @ 11 prompts)

1/1/04 - 12/31/04 \$ _____ ea. X 5500 = \$ _____

1/1/07 - 12/31/07 \$ _____ ea. X 5500 = \$ _____

Pilot Braille Elementary Grade Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	5	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	5	=	\$ _____

Pilot Braille Middle Grade Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	5	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	5	=	\$ _____

Pilot Braille High School Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	5	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	5	=	\$ _____

Pilot Braille Elementary Grade Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	5	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	5	=	\$ _____

Pilot Braille Middle Grade Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	5	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	5	=	\$ _____

Pilot Braille High School Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	5	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	5	=	\$ _____

Pilot Large Print Elementary Grade Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	10	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	10	=	\$ _____

Pilot Large Print Middle Grade Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	10	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	10	=	\$ _____

Pilot Large Print High School Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	10	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	10	=	\$ _____

Pilot Large Print Elementary Grade Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	10	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	10	=	\$ _____

Pilot Large Print Middle Grade Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	10	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	10	=	\$ _____

Pilot Large Print High School Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	10	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	10	=	\$ _____

Pilot Large Print Answer Document

1/1/04 - 12/31/04	\$ _____	ea.	X	30	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	30	=	\$ _____

Pilot Test Administration Manual (1,500 students @ 11 prompts x 3 grades/15 students)

1/1/04 - 12/31/04	\$ _____	ea.	X	1100	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	1100	=	\$ _____

Pilot Answer Document

1/1/04 - 12/31/04	\$ _____	ea.	X	16,500	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	16,500	=	\$ _____

Pilot Teacher Headers

1/1/04 - 12/31/04	\$ _____	ea.	X	5500	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	5500	=	\$ _____

Pilot School Headers

1/1/04 - 12/31/04	\$ _____	ea.	X	50	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	50	=	\$ _____

Pilot Bar Code Labels

1/1/04 - 12/31/04	\$ _____	ea.	X	17,600	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	17,600	=	\$ _____

Scoring (Test Development/Prompt Piloting)**Pilot Score Assessments**

1/1/04 - 12/31/04	\$ _____	ea.	X	16,500	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	16,500	=	\$ _____

Reporting (Test Development/Prompt Piloting)**Pilot statistical Data**

1/1/04 - 12/31/04	\$ _____
1/1/07 - 12/31/07	\$ _____

Production and Delivery of Ancillary Materials to the State**On-line Prompt Sampler**

1/1/04 - 12/31/04	\$ _____
1/1/05 - 12/31/05	\$ _____
1/1/06 - 12/31/06	\$ _____
1/1/07 - 12/31/07	\$ _____

Pretest Brochure

1/1/04 - 12/31/04	\$ _____	ea.	X	250,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	262,500	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	275,625	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	289,406	=	\$ _____

Production and Delivery of Ancillary Materials to Systems**Posttest Brochure**

1/1/04 - 12/31/04	\$ _____	ea.	X	250,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	262,500	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	275,625	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	289,406	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	304,635	=	\$ _____

Production and Delivery of Test Material to the State**Secure Document Cover Sheet**

1/1/04 - 12/31/04	\$ _____	ea.	X	2,370	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	2,488	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	2,612	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	2,742	=	\$ _____

Elementary Grade Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	85,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	89,250	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	93,712	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	98,397	=	\$ _____

Middle Grade Test Directions

1/1/04 - 12/31/04	\$	ea.	X	84,000	=	\$
1/1/05 - 12/31/05	\$	ea.	X	88,200	=	\$
1/1/06 - 12/31/06	\$	ea.	X	92,610	=	\$
1/1/07 - 12/31/07	\$	ea.	X	97,240	=	\$

High School Test Directions

1/1/04 - 12/31/04	\$	ea.	X	68,000	=	\$
1/1/05 - 12/31/05	\$	ea.	X	71,400	=	\$
1/1/06 - 12/31/06	\$	ea.	X	74,970	=	\$
1/1/07 - 12/31/07	\$	ea.	X	78,718	=	\$

Elementary Grade Prompt Sheet

1/1/04 - 12/31/04	\$	ea.	X	85,000	=	\$
1/1/05 - 12/31/05	\$	ea.	X	89,250	=	\$
1/1/06 - 12/31/06	\$	ea.	X	93,712	=	\$
1/1/07 - 12/31/07	\$	ea.	X	98,397	=	\$

Middle Grade Prompt Sheet

1/1/04 - 12/31/04	\$	ea.	X	84,000	=	\$
1/1/05 - 12/31/05	\$	ea.	X	88,200	=	\$
1/1/06 - 12/31/06	\$	ea.	X	92,610	=	\$
1/1/07 - 12/31/07	\$	ea.	X	97,240	=	\$

High School Prompt Sheet

1/1/04 - 12/31/04	\$	ea.	X	68,000	=	\$
1/1/05 - 12/31/05	\$	ea.	X	71,400	=	\$
1/1/06 - 12/31/06	\$	ea.	X	74,970	=	\$
1/1/07 - 12/31/07	\$	ea.	X	78,718	=	\$

Braille Elementary Test Directions

1/1/04 - 12/31/04	\$	ea.	X	15	=	\$
1/1/05 - 12/31/05	\$	ea.	X	16	=	\$
1/1/06 - 12/31/06	\$	ea.	X	17	=	\$
1/1/07 - 12/31/07	\$	ea.	X	18	=	\$

Braille Middle Test Directions

1/1/04 - 12/31/04	\$	ea.	X	6	=	\$
1/1/05 - 12/31/05	\$	ea.	X	7	=	\$
1/1/06 - 12/31/06	\$	ea.	X	8	=	\$
1/1/07 - 12/31/07	\$	ea.	X	9	=	\$

Braille High School Test Directions

1/1/04 - 12/31/04	\$	ea.	X	12	=	\$
1/1/05 - 12/31/05	\$	ea.	X	13	=	\$
1/1/06 - 12/31/06	\$	ea.	X	14	=	\$
1/1/07 - 12/31/07	\$	ea.	X	15	=	\$

Braille Elementary Prompt Sheet

1/1/04 - 12/31/04	\$	ea.	X	15	=	\$
1/1/05 - 12/31/05	\$	ea.	X	16	=	\$
1/1/06 - 12/31/06	\$	ea.	X	17	=	\$
1/1/07 - 12/31/07	\$	ea.	X	18	=	\$

Braille Middle Prompt Sheet

1/1/04 - 12/31/04	\$	ea.	X	6	=	\$
1/1/05 - 12/31/05	\$	ea.	X	7	=	\$
1/1/06 - 12/31/06	\$	ea.	X	8	=	\$
1/1/07 - 12/31/07	\$	ea.	X	9	=	\$

Braille High School Prompt Sheet

1/1/04 - 12/31/04	\$	ea.	X	12	=	\$
1/1/05 - 12/31/05	\$	ea.	X	13	=	\$

1/1/06 - 12/31/06	\$ _____	ea.	X	14	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	15	=	\$ _____

Large Print Elementary Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	105	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	110	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	115	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	120	=	\$ _____

Large Print Middle Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	75	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	80	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	85	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	90	=	\$ _____

Large Print High School Test Directions

1/1/04 - 12/31/04	\$ _____	ea.	X	60	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	65	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	70	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	75	=	\$ _____

Large Print Elementary Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	105	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	110	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	115	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	120	=	\$ _____

Large Print Middle Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	75	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	80	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	85	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	90	=	\$ _____

Large Print High School Prompt Sheet

1/1/04 - 12/31/04	\$ _____	ea.	X	60	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	65	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	70	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	75	=	\$ _____

Large Print Answer Document

1/1/04 - 12/31/04	\$ _____	ea.	X	240	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	255	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	270	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	285	=	\$ _____

Test Administration Manual

1/1/04 - 12/31/04	\$ _____	ea.	X	16,666	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	17,499	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	18,373	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	19,291	=	\$ _____

Answer Document

1/1/04 - 12/31/04	\$ _____	ea.	X	250,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	262,500	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	275,625	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	289,406	=	\$ _____

Absentee Document

1/1/04 - 12/31/04	\$ _____	ea.	X	30,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	31,500	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	33,075	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	34,728	=	\$ _____

Teacher Headers

1/1/04 - 12/31/04	\$ _____	ea.	X	16,666	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	17,499	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	18,373	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	19,291	=	\$ _____

School Headers

1/1/04 - 12/31/04	\$ _____	ea.	X	3,500	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	3,500	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	3,500	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	3,500	=	\$ _____

Bar Code Labels

1/1/04 - 12/31/04	\$ _____	ea.	X	266,666	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	279,999	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	293,998	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	308,697	=	\$ _____

Scoring**Anchor Setting Meetings**

1/1/04 - 12/31/04	\$ _____
1/1/05 - 12/31/05	\$ _____
1/1/06 - 12/31/06	\$ _____
1/1/07 - 12/31/07	\$ _____
1/1/08 - 6/30/08	\$ _____

Room Leader/Reader Training

1/1/04 - 12/31/04	\$ _____
1/1/05 - 12/31/05	\$ _____
1/1/06 - 12/31/06	\$ _____
1/1/07 - 12/31/07	\$ _____
1/1/08 - 6/30/08	\$ _____

Scoring Writing Assessment

1/1/04 - 12/31/04	\$ _____	ea.	X	250,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	262,500	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	275,625	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	289,406	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	304,635	=	\$ _____

Scan Absentee Documents

1/1/04 - 12/31/04	\$ _____	ea.	X	30,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	31,500	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	33,075	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	34,728	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	36,464	=	\$ _____

Reporting (Student, School, System and State Reports)**Individual Student Reports**

1/1/04 - 12/31/04	\$ _____	ea.	X	500,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	525,000	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	551,250	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	578,812	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	609,270	=	\$ _____

Class Roster Reports

1/1/04 - 12/31/04	\$ _____	ea.	X	33,333	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	34,999	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	36,748	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	38,585	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	40,514	=	\$ _____

Report Labels (Sticky Labels)

1/1/04 - 12/31/04	\$ _____	ea.	X	250,000	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	262,500	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	275,625	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	289,406	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	304,635	=	\$ _____

School Summary Reports (Public & Private)

1/1/04 - 12/31/04	\$ _____	ea.	X	3,400	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	3,400	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	3,400	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	3,400	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	3,400	=	\$ _____

System Summary Reports

1/1/04 - 12/31/04	\$ _____	ea.	X	274	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	274	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	274	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	274	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	274	=	\$ _____

Statewide Summary Reports

1/1/04 - 12/31/04	\$ _____	ea.	X	1	=	\$ _____
1/1/05 - 12/31/05	\$ _____	ea.	X	1	=	\$ _____
1/1/06 - 12/31/06	\$ _____	ea.	X	1	=	\$ _____
1/1/07 - 12/31/07	\$ _____	ea.	X	1	=	\$ _____
1/1/08 - 6/30/08	\$ _____	ea.	X	1	=	\$ _____

Statewide, System and School Data (electronically)

1/1/04 - 12/31/04	\$ _____
1/1/05 - 12/31/05	\$ _____
1/1/06 - 12/31/06	\$ _____
1/1/07 - 12/31/07	\$ _____
1/1/08 - 6/30/08	\$ _____

Total Weighted Cost for Evaluation Purposes**\$ _____**

The RFP Coordinator shall use the proposed cost for evaluation amount derived from cost proposals and the following formula to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places).

$$\frac{\text{lowest proposed cost for evaluation}}{\text{proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

1. Lowest total proposed cost amount from <u>all</u> proposals:	
---	--

2. The total proposed cost for <u>this</u> proposal:	
3. The amount calculated by dividing the amount in row #1 by the amount in row #2:	
4. The maximum number of points that shall be awarded for the Cost Proposal category:	30
5. COST PROPOSAL SCORE -- the product calculated by multiplying the amount in row #3 by the number in row #4:	

ATTACHMENT 9.5

PROPOSAL SCORE SUMMARY MATRIX
RFP # 331.11-007

[SIGNATURE]

RFP Coordinator

Date

	[PROPOSER NAME]	[PROPOSER NAME]	[PROPOSER NAME]
QUALIFICATIONS AND EXPERIENCE Maximum Points: 40			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
AVERAGE SCORE:		AVERAGE SCORE:	AVERAGE SCORE:
TECHNICAL APPROACH Maximum Points: 30			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
AVERAGE SCORE:		AVERAGE SCORE:	AVERAGE SCORE:
COST PROPOSAL Maximum Points: 30			
SCORE:		SCORE:	SCORE:
PROPOSAL SCORE (Maximum 100 Points)			
TOTAL SCORE:		TOTAL SCORE:	TOTAL SCORE:

NOTE: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

ATTACHMENT 9.6

SAMPLE EVALUATION NOTICE

[AGENCY LETTERHEAD]

[DATE]

[NAME]
[COMPANY NAME]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Dear [NAME],

Thank you for your proposal in response to RFP number 331.11-007. The state has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated proposer that the state will consider for contract award. This notice is NOT an acceptance of any offer, and the state retains the right to reject any proposal.

In accordance with the subject RFP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate state officials.

We appreciate your interest in providing services to the State of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

[AGENCY HEAD SIGNATURE]

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter called the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

\$250,000

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

331.11-007

(RFP Number)

and further detailed in a written Contract bearing the Contract Number (assigned by the State of Tennessee):

(Contract Number)

a copy of which said Request for Proposals and Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligees from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligees any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ day of _____, _____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)